

Memorandum

Farm Credit Administration
1501 Farm Credit Drive
McLean, Virginia 22102-5090



Requirement: Third Party Home Purchase and
Employee Relocation Services
Request for Proposal No: 00-FCA-RFP-01
Issue Date: May 16, 2000
Closing Date: June 27, 2000

Offerors:

The Farm Credit Administration (FCA) invites your organization to submit a proposal in response to Request for Proposals (RFP) No. 00-FCA-RFP-01 in accordance with the instructions set forth in the solicitation. The FCA has a requirement for Third Party Home Purchase services, Employee Relocation services, moving services, and associated services during the base year and up to four option years, as particularly specified in the attached RFP. It is contemplated that an Indefinite Quantity, Cost plus Fixed Price type contract will result from this solicitation.

Sections A through I of the RFP will be incorporated into the resultant contract, together with any other clauses required by Public Laws, Executive Orders, and Government procurement regulations in effect at the time of award, as applicable. Please note that Section K, "Representations, Certifications, and Other Statements of Offerors," must be completed and returned, in hard copy, to this office with your proposal. Additionally, Sections L and M must be strictly adhered to when writing and formatting your proposal. Failure to comply with the instructions contained in Sections L and M may be grounds for determining a proposal to be unacceptable. Particular attention should be paid to the limitation on the number of pages in the technical volume of proposals, as stated in Solicitation Section L.3.1. If you downloaded this solicitation from the FCA web site, your submission should be a complete hard copy of the downloaded file, with appropriate signatures and fill-ins in Sections A, B, and K.

The Contracting Officer is the only individual who can legally commit the FCA to an expenditure of funds should a contract result by reason of a response to this RFP. This request does not commit the FCA to pay for costs incurred prior to the execution of a formal contract, unless such costs are specifically authorized in writing by the Contracting Officer.

All communications prior to award shall be directed only to Michael Inlow, FCA Contracting Specialist, and should be in writing. The Contracting Specialist may be reached at the McLean, Virginia, address shown below, by e-mail at inlowm@fca.gov, or by telephone at 703-883-4286. You are cautioned against discussing the preparation of your proposal or technical questions directly with agency technical personnel, other than the Contracting Specialist. Contact with technical personnel associated with this requirement, specifically in regard to this acquisition, when verified, may result in nonconsideration of your proposal.

The FCA is establishing a cut-off date of June 12, 2000, for the submission of written questions. Written questions only may be facsimiled to the Contracting Specialist at 703-893-2608, to be followed in original by mail to the below address. The FCA is not authorizing the submission of proposals by facsimile. The facsimile of any proposal will not be considered for award.

If any amendments to this solicitation are issued, they will be mailed in hard copy to those who requested the original solicitation document in hard copy. In addition, any amendments will also be placed on the FCA web site (<http://www.fca.gov>), accessible through the "Procurement Opportunities" link.

FCA currently is not equipped to receive proposals in electronic format. Therefore, proposals and any supporting documentation must be submitted, in hard copy, to the following address:

Farm Credit Administration
Office of Resources Management
Contracting and Procurement
1501 Farm Credit Drive
McLean, VA 22102-5090

Attn: Michael O. Inlow, Contracting Specialist
(703 883-4286)

Hand deliveries may be made to the same address.


Outer wrappings of any proposal delivered must indicate the RFP number along with the closing date and time.

Your proposal, together with the Offer portion of the Standard Form 33 signed by an official authorized to bind the company contractually, must be submitted in original and five copies no later than 3:00 p.m., local time, McLean, Virginia, on the date cited on page one of this letter.

Sincerely,

Donald P. Clark, Director
Office of Resources Management


Enclosure

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) 		RATING	PAGE 1 OF 49 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. 00-FCA-RFP-01	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 5/16/00	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Farm Credit Administration Contracting and Procurement 1501 Farm Credit Drive McLean, VA 22102-5090		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository location in 1501 Farm Credit Drive, McLean, VA 22102-5090 until 3:00 PM local time 6/27/00.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: 	A. NAME Michael Inlow, Contracting Specialist	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 703-883-4286
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(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1-2	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	27-28
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3-6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT	7-17	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	29
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<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	18	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	30-37
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) 	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c)() 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 	18. OFFER DATE
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. DATE SIGNED

OFFEROR RESPONSES TO REQUEST FOR PROPOSALS

Offerors are required to respond to each Request for Proposal section as follows:

Request for Proposal Section	Offeror Response
Section A - SF 33, Solicitation/Contract Form	Complete Items 12 through 18 and return in the Price/Cost Volume (Vol. I)
Section B - Supplies or Services and Prices/Costs	Complete and return with price/cost information in Vol. I
Section C - Description/Specifications/Work Statement	State compliance with and/or respond to, as required, in the Technical Volume(Vol. II)
Section E - Inspection and Acceptance	State compliance with in Vol. II
Section F - Deliveries or Performance	State compliance with and/or respond to, as required, in Vol. II.
Section G - Contract Administration Data	State compliance with in Vol. I
Section H - Special Contract Requirements	State compliance with in Vol. I
Section I - Contract Clauses	State compliance with in Vol. I
Section J - List of Attachments	State compliance with and/or respond to as required in Vol. I or Vol. II; No response needed for informational portions.
Section K - Representations, Certifications and Other Statements of Offerors	Respond to as required in Vol. I
Section L - Instructions, Conditions, and Notices to Offerors	No response required, instructional
Section M - Evaluation Factors for Award	No response required, instructional

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF CONTRACT

B.1.1 GENERAL

In accordance with Section C of this contract, the Contractor shall provide Third Party Home Purchase and Employee Relocation and Moving Services for the Farm Credit Administration (FCA) for the types of services described below. This contract will be a cost-plus-fixed fee contract type for Items B.2.1, B.3.1, B.4.1, B.5.1 and B.6.1. All other items, unless specifically identified will be issued on a firm-fixed price basis. Quantities cited below are estimates only. Actual quantities may vary during the contract period.

B.1.2 BILLING RATES

In the performance of tasks hereunder, the Contractor shall be reimbursed at the following billing rates, which are inclusive of all labor, overhead, General & Administrative, travel time and profit. All quantities can be exercised on a per-unit basis. Billing rates for each Task Order (TO) are the rates in effect on the date the TO is placed. Such rates shall remain in effect until all requested services on the TO have been delivered or performed.

Note: References to "pass-through" costs in Sections B.2 through B.6 refer to those costs explained in Section C.2.9. These costs will be borne by the Contractor until reimbursement by the FCA.

B.2 INITIAL CONTRACT YEAR PRICING (October 1, 2000 through September 30, 2001)

Contract Line <u>Item Number (CLIN)</u>	<u>Estimated Annual Quantity</u>	<u>Fixed Fee Above Actual Cost</u>	<u>Estimated Total Annual Fixed Fee</u>
B.2.1 Home Purchase Service			
B.2.1.1 Guaranteed Sales (See Section C.2)	5	\$ _____	\$ _____
B.2.1.2 Estimated "pass-through" Costs	5	\$ _____	\$ _____
B.2.1.3 Amended Value Sales (See Section C.2.6)	5	\$ _____	\$ _____
B.2.1.4 Estimated "pass-through" Costs	5	\$ _____	\$ _____
B.2.2 Estimated Total (B.2.1.1 through B.2.1.4)			\$ _____
		<u>Firm Fixed Price</u>	
B.2.3 Moving Services (See Section C.3)	10	\$ _____	\$ _____
B.2.4 Inventory Management - No Charge			
B.2.5 Home Finding Service - No Charge			
B.2.6 Optional Services			
B.2.6.1 Property Mgmt. (See Section C.6.1)	1	\$ _____	\$ _____
B.2.6.2 Market Assistance (See Sect. C.6.2)	1	\$ _____	\$ _____
B.2.6.3 Career Counseling (See Sect. C.6.3)	1	\$ _____	\$ _____
B.2.6.4 Rental Service (See Section C.6.4)	1	\$ _____	\$ _____
B.2.7 Total Firm Fixed Prices (B.2.3 through B.2.6.4)			\$ _____
B.2.8 TOTAL ESTIMATED COSTS (CLIN B.2.2 and CLIN B.2.7)			\$ _____

B.3 FIRST OPTION YEAR PRICING

(October 1, 2001 through September 30, 2002)

Contract Line Item Number (CLIN)	Estimated Annual Quantity	Fixed Fee Above Actual Cost	Estimated Total Annual Fixed Fee
B.3.1 Home Purchase Service			
B.3.1.1 Guaranteed Sales (See Section C.2)	5	\$ _____	\$ _____
B.3.1.2 Estimated "pass-through" Costs	5	\$ _____	\$ _____
B.3.1.3 Amended Value Sales (See Section C.2.6)	5	\$ _____	\$ _____
B.3.1.4 Estimated "pass-through" Costs	5	\$ _____	\$ _____
B.3.2 Estimated Total (B.3.1.1 through B.3.1.4)			\$ _____
		Firm Fixed Price	
B.3.3 Moving Services (See Section C.3)	10	\$ _____	\$ _____
B.3.4 Inventory Management - No Charge			
B.3.5 Home Finding Service - No Charge			
B.3.6 Optional Services			
B.3.6.1 Property Mgmt. (See Section C.6.1)	1	\$ _____	\$ _____
B.3.6.2 Market Assistance (See Sect. C.6.2)	1	\$ _____	\$ _____
B.3.6.3 Career Counseling (See Sect. C.6.3)	1	\$ _____	\$ _____
B.3.6.4 Rental Service (See Section C.6.4)	1	\$ _____	\$ _____
B.3.7 Total Firm Fixed Prices (B.3.3 through B.3.6.4)			\$ _____
B.3.8 TOTAL ESTIMATED COSTS (CLIN B.3.2 and CLIN B.3.7)			\$ _____

B.4 SECOND OPTION YEAR PRICING

(October 1, 2002 through September 30, 2003)

Contract Line Item Number (CLIN)	Estimated Annual Quantity	Fixed Fee Above Actual Cost	Estimated Total Annual Fixed Fee
B.4.1 Home Purchase Service			
B.4.1.1 Guaranteed Sales (See Section C.2)	5	\$ _____	\$ _____
B.4.1.2 Estimated "pass-through" Costs	5	\$ _____	\$ _____
B.4.1.3 Amended Value Sales (See Section C.2.6)	5	\$ _____	\$ _____
B.4.1.4 Estimated "pass-through" Costs	5	\$ _____	\$ _____
B.4.2 Estimated Total (B.4.1.1 through B.4.1.4)			\$ _____
		Firm Fixed Price	
B.4.3 Moving Services (See Section C.3)	10	\$ _____	\$ _____
B.4.4 Inventory Management - No Charge			
B.4.5 Home Finding Service - No Charge			
B.4.6 Optional Services			
B.4.6.1 Property Mgmt. (See Section C.6.1)	1	\$ _____	\$ _____
B.4.6.2 Market Assistance (See Sect. C.6.2)	1	\$ _____	\$ _____
B.4.6.3 Career Counseling (See Sect. C.6.3)	1	\$ _____	\$ _____
B.4.6.4 Rental Service (See Section C.6.4)	1	\$ _____	\$ _____
B.4.7 Total Firm Fixed Prices (B.4.3 through B.4.6.4)			\$ _____
B.4.8 TOTAL ESTIMATED COSTS (CLIN B.4.2 and CLIN B.4.7)			\$ _____

B.5 THIRD OPTION YEAR PRICING

(October 1, 2003 through September 30, 2004)

Contract Line Item Number (CLIN)	Estimated Annual Quantity	Fixed Fee Above Actual Cost	Estimated Total Annual Fixed Fee
B.5.1 Home Purchase Service			
B.5.1.1 Guaranteed Sales (See Section C.2)	5	\$ _____	\$ _____
B.5.1.2 Estimated "pass-through" Costs	5	\$ _____	\$ _____
B.5.1.3 Amended Value Sales (See Section C.2.6)	5	\$ _____	\$ _____
B.5.1.4 Estimated "pass-through" Costs	5	\$ _____	\$ _____
B.5.2 Estimated Total (B.5.1.1 through B.5.1.4)			\$ _____
		Firm Fixed Price	
B.5.3 Moving Services (See Section C.3)	10	\$ _____	\$ _____
B.5.4 Inventory Management - No Charge			
B.5.5 Home Finding Service - No Charge			
B.5.6 Optional Services			
B.5.6.1 Property Mgmt. (See Section C.6.1)	1	\$ _____	\$ _____
B.5.6.2 Market Assistance (See Sect. C.6.2)	1	\$ _____	\$ _____
B.5.6.3 Career Counseling (See Sect. C.6.3)	1	\$ _____	\$ _____
B.5.6.4 Rental Service (See Section C.6.4)	1	\$ _____	\$ _____
B.5.7 Total Firm Fixed Prices (B.5.3 through B.5.6.4)			\$ _____
B.5.8 TOTAL ESTIMATED COSTS (CLIN B.5.2 and CLIN B.5.7)			\$ _____

B.6 FOURTH OPTION YEAR PRICING

(October 1, 2004 through September 30, 2005)

Contract Line Item Number (CLIN)	Estimated Annual Quantity	Fixed Fee Above Actual Cost	Estimated Total Annual Fixed Fee
B.6.1 Home Purchase Service			
B.6.1.1 Guaranteed Sales (See Section C.2)	5	\$ _____	\$ _____
B.6.1.2 Estimated "pass-through" Costs	5	\$ _____	\$ _____
B.6.1.3 Amended Value Sales (See Section C.2.6)	5	\$ _____	\$ _____
B.6.1.4 Estimated "pass-through" Costs	5	\$ _____	\$ _____
B.6.2 Estimated Total (B.6.1.1 through B.6.1.4)			\$ _____
		Firm Fixed Price	
B.6.3 Moving Services (See Section C.3)	10	\$ _____	\$ _____
B.6.4 Inventory Management - No Charge			
B.6.5 Home Finding Service - No Charge			
B.6.6 Optional Services			
B.6.6.1 Property Mgmt. (See Section C.6.1)	1	\$ _____	\$ _____
B.6.6.2 Market Assistance (See Sect. C.6.2)	1	\$ _____	\$ _____
B.6.6.3 Career Counseling (See Sect. C.6.3)	1	\$ _____	\$ _____
B.6.6.4 Rental Service (See Section C.6.4)	1	\$ _____	\$ _____
B.6.7 Total Firm Fixed Prices (B.6.3 through B.6.6.4)			\$ _____
B.6.8 TOTAL ESTIMATED COSTS (CLIN B.6.2 and CLIN B.6.7)			\$ _____

B.7 CONTRACT TOTALS

B.7.1	Est. Fixed Fee Costs (Total CLIN B.2.2, B.3.2, B.4.2, B.5.2, B.6.2)	\$ _____
B.7.2	Total Est. Costs (Total CLIN B.2.7, B.3.7, B.4.7, B.5.7, B.6.7)	\$ _____
B.7.3	Estimated Contract Total (B.7.1 and B.7.2)	\$ _____

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 MANDATORY SPECIFICATIONS & DESCRIPTION OF WORK

C.1.1 PURPOSE

The purpose of this contract is to provide Third Party Home Purchase services, Employee Relocation services, moving services, and associated services for the Farm Credit Administration (FCA).

The Contractor must have the capability and experience to provide all required contract services on a nationwide basis. The Contractor shall ensure that the contract staff possesses a minimum of two years experience administering and managing relocation contracts similar in size and scope to FCA's requirements. (See Section M.3.2.2., below.)

C.1.2 INTRODUCTION

The FCA is an independent Federal financial regulatory agency of the United States government with regulatory, examination and supervisory responsibilities for the Farm Credit System (System) banks, associations, and related institutions chartered under the Farm Credit Act of 1971, as amended (Act). As a financial regulator, the FCA is responsible for promulgating regulations to implement the Act and other applicable laws and for promoting the safety and soundness of System institutions. The FCA fulfills this responsibility through such regulatory actions as the examination of system institutions and the enforcement of regulations. The members of the FCA Board and FCA personnel do not involve themselves in management and operation decisions of the System institutions. Rather, the agency affects management and operation through its examination and supervisory processes, regulatory controls, and legislatively mandated prior-approvals of management actions. These are carried out in accordance with FCA Board approved regulations and internal policies. The FCA has approximately 297 employees nationwide. Of these, about 190 are located at the headquarters facility in McLean, Virginia, with the balance (approximately 107) stationed in field offices located in Bloomington, Minnesota; Dallas, Texas; Denver, Colorado; and Sacramento, California (see attachment 1).

In the course of conducting its regulatory and oversight obligations, there is an occasional need for the FCA to relocate employees from one office to another. The FCA anticipates approximately 10 relocations per year: an estimated 5 per year including home purchases, and an estimated 5 additional relocations per year without home purchases. These moves are between the FCA headquarters and field offices and/or between field offices.

The majority of homes owned by the relocated employees will have a resale value of between \$60,000 and \$350,000. However, any resultant contract shall not be limited to homes with a resale value between those figures, but may include houses with values below or above the range cited above.

Reference to day or days in the Statement of Work, unless otherwise identified, refer to calendar day(s).

C.2 HOME PURCHASE SERVICE

The FCA requires a home purchase service for eligible homes (see Attachment 3) that includes the following features:

C.2.1 NOTIFICATION OF EMPLOYEE TRANSFER

The Contracting Officer's Technical Representative (COTR) will notify the relocation firm by telephone of an employee transfer, and follow up in writing within five (5) working days. Official notification, by means of a written Task Order, will accompany the written followup. Within one (1) working day after telephone notification of an employee relocation, the Contractor shall contact the employee to describe and determine eligibility for home purchase service, home-finding service, moving services, and other optional services such as property management, rental services, home marketing assistance, and career counseling for the spouse.

C.2.2 INSPECTION

Immediately upon employee approval, the Contractor shall order a structural inspection of the property. Other inspections may be ordered depending upon local custom or property requirements and may include termite, well, septic, urea formaldehyde foam insulation (UFFI), and radon gas inspections. Copies of the inspection shall be provided to appraisers so that any defects in the property can be reflected in the value assigned by the appraisers.

C.2.3 TITLE SEARCH

Also upon the employee's approval, the Contractor shall immediately order a preliminary title search in order to ensure that recent liens or other clouds are not held against the title of the property. Equity shall not be funded until the results of the preliminary title search are provided. The preliminary title search shall be completed within five (5) working days of employee's approval, or within the usual and customary time frames of the locality in which the property is located.

C.2.4 APPRAISALS

C.2.4.1 INITIAL APPRAISALS

Upon employee approval, the Contractor shall arrange for two (2) independent appraisals of the property. These appraisals shall be executed within twenty one (21) days. Employees will have the option of selecting all appraisers from a list of qualified appraisers within the geographical area provided by the relocation firm. All appraisers are to have achieved professional designation or certification through nationally recognized organizations (see Attachment 2). Any disputes regarding the selection of appraisers will be resolved by the FCA.

C.2.4.2 THIRD APPRAISAL

If the appraisals differ by more than five (5) percent of the higher appraisal, the Contractor shall arrange for a third, independent, appraisal. The third appraisal shall be completed within twenty-one (21) days of receipt of the last appraisal.

C.2.4.3 MONITORING APPRAISERS

The Contractor shall closely monitor each appraiser's performance and use only those appraisers who consistently establish the “most probable sales price” within a reasonable range of the final sale price. The details of the monitoring system and the acceptable standard for differing from the final sales price shall be in accordance with the Contractor’s proposal, as stated in Volume II (Technical Volume) of its proposal.

C.2.5 OFFER TO PURCHASE

The Contractor shall offer to purchase the employee’s property as follows:

C.2.5.1 OFFER AT FAIR MARKET VALUE

Within one (1) working day of completion of the appraisal process, but in no case before the initial title search is completed, the Contractor shall make the employee an offer to purchase the property at fair market value. This offer shall be issued simultaneously by telephone and in writing. Fair market value shall be calculated as the average of two appraisals. If three appraisals are performed, the offer to the employee shall be the average of the closest values, or the average of the three values if the dollar values are equidistant.

C.2.5.2 EMPLOYEE ACCEPTANCE OF OFFER

The employee shall have sixty (60) days from receipt of the written offer to accept or reject the relocation firm's offer. The written offer shall include copies of the individual appraised value (full disclosure) from the appraisers.

C.2.5.3 WRITTEN APPEAL

The employee shall have the right to submit a written appeal, within 30 days of receipt of any written offer if he/she feels it is not reflective of the marketplace. The relocation firm shall then demonstrate a willingness to consider the employee's comments regarding the offers, including a formal appeal procedure. Such procedure shall be in accordance with the Contractor's proposal, as stated in Volume II (Technical Volume) of its proposal.

C.2.6 INDEPENDENT MARKETING OF HOME

During the sixty (60) day acceptance period, the employee may market the home independently. Employees are required to list their residence for a minimum of 30 days prior to the acceptance of an offer (see Section C.2.5.2). The Contractor shall provide the employee with a listing agreement exclusion clause appropriate for the amended value program and instruct the employee on its purpose. The Contractor's clause is subject to FCA prior approval. If the employee is successful in finding a buyer who makes a bona fide offer to purchase the residence at a price above the appraised value, the relocation firm will raise its offer to equal the buyer's offer. This new price is called the “amended value” of the

residence. The employee then sells the residence to the relocation firm, who then executes a contract with the buyer to resell the residence. Any amount in excess of the "Fair Market Value" price that has been offered by the relocation firm shall be credited to the employee subsequent to settlement.

C.2.7 EMPLOYEE ACCEPTANCE OF OFFER

When the employee has accepted the relocation firm's offer, the Contractor and relocating employee shall establish a vacating date not to exceed forty five (45) days from the date of acceptance. During this period, the employee shall cooperate with the Contractor's marketing efforts, including allowing access to potential buyers or other individuals as requested by the Contractor, during reasonable hours. This date may be extended in exceptional cases, when approved in advance by the FCA COTR.

C.2.8 EQUITY ADVANCE

1. During the marketing period and prior to employee acceptance of offer, the Contractor may release up to 75% of the employee's estimated equity, based on the appraised value offer, if the employee requires such for the purpose of purchasing or renting a home in the new location. The Contractor shall establish procedures to:
 - a. process and document requests for equity advances;
 - b. verify the amount of equity available and the amount and purpose of the employee's request;
 - c. secure the amount of the advance with the minimal amount of documentation possible while ensuring the Contractor's ability to recover funds if necessary; and
 - d. account for the advance when an employee accepts or rejects the Contractor's offer.
2. If the employee accepts the relocation firm's offer, an equity advance in the full, 100% amount, less up to \$750.00 holdback to cover any conditional items, tax, utility proration adjustments, etc., and less any equity amount that may have been given to the employee per section C.2.8.1 (above), is to be provided to the employee within five (5) working days after acceptance. Payment of equity shall be via certified check or cashier's check. In cases where equity is required immediately due to closing another property, the Contractor shall provide for a wire transfer of funds at no additional cost to FCA or the employee. Any amounts remaining from the holdback after payment of conditional items shall be paid by the Contractor to the employee within 45 days after the equity advance.

C.2.9 RESPONSIBILITY FOR PROPERTY

C.2.9.1 EMPLOYEE RESPONSIBILITY

The employee shall be responsible for the property and all related expenses until the date the property is vacated or contract of sale date, whichever is later.

C.2.9.2 CONTRACTOR RESPONSIBILITY

The relocation firm shall be responsible for maintenance, utilities, taxes, insurance, and all other carrying and holding costs from the date the property is vacated, or contract of sale date, whichever is later, through the resale closing date. Expenditures for repairs or improvements to the property may be incurred by the relocation firm provided that no single expenditure exceeds \$1,000 and the aggregate expenditures do not exceed \$2,000. Expenditures beyond these limits shall receive prior approval from the FCA.

C.2.10 INDEMNIFICATION

The Contractor shall indemnify the FCA, and the employee, against any and all claims, actions, losses, damages, costs or expenses which may arise from the Contractor's act or omission, negligence or willful misconduct, whenever such action by Contractor occurs.

C.2.11 MONITORING OF CONTRACTOR EMPLOYEE PERFORMANCE

The Contractor shall carefully monitor performance of all of its employees servicing the FCA's account in counseling, calculating equity, preparing contracts of sale, or any other capacity. Monitoring shall include, but not be limited to, service evaluation submitted by transferring FCA employees, copies of which shall be provided to the FCA on a quarterly basis. The FCA reserves the right to refuse service from a specific employee of the Contractor, based on consistent complaints received from FCA employees.

C.2.12 FCA RIGHT TO CANCEL RELOCATION

The FCA reserves the right to cancel an employee's relocation when cancellation is determined to be in the Agency's best interest. No service charge will be paid for such cancellation. However, any justifiable direct cost, or documented (or documentable) indirect costs incurred (e.g., inspections and appraisals) shall be billed to the FCA at the time of cancellation, subject to review and written approval by the FCA prior to payment. Any indirect cost calculations, and the FCA payment of such, shall be in accordance with the Contractor's description and explanation as stated in Volume I - Standard Form of Contract and Price Proposal.

C.3 MOVING SERVICES

The FCA requires that the Contractor arrange household goods transportation services. Contractor shall act as a third-party service firm to administer the General Services Administration's (GSA) Centralized Household Goods Traffic Management Program (Program) for the FCA. Contractor shall adhere to and follow all requirements of the Program, including, but not limited to: the tender of service (TOS) agreement, cost comparison between the Government Bill of Lading (GBL) method and the commuted rate system, etc. The Program shall be utilized as a mandatory services source. Services shall include the following:

C.3.1 CONTRACTOR AS INTERMEDIARY

Contractor shall provide program counseling, and arrange, coordinate, monitor and act as an intermediary for all FCA-authorized household goods moves from initial notification through delivery to the new residence, or settlement of an insurance claim, whichever is later. A maximum of 18,000 pounds net weight will be transported at the FCA's expense; any amount beyond the 18,000 pound limit shall be billed directly or handled as C.O.D., between the employee and the transportation carrier.

If FCA determines that goods are to be stored, the FCA will inform the Contractor of the period of storage. The Contractor shall provide the employee with 30 days advance notice of the expiration of the storage period for which the FCA will pay. This will allow the employee a reasonable period to evaluate whether to continue storage at the employee's expense or to transport the goods to the employee's residence.

C.3.2 PROHIBITION ON COMMISSIONS/RATE REDUCTIONS

Commissions and/or rate reductions in any form from a carrier, regardless of any agreement, contractual or otherwise, between the Contractor and the carrier, are prohibited by the Anti-Kickback Act of 1986.

C.3.3 GBL METHOD

C.3.3.1 CARRIER SELECTION

If the GBL method is selected, the Contractor shall select and utilize only transportation carriers approved under the GSA Program. The Contractor shall maintain access to GSA's cost comparison system. Carrier selection shall be made in accordance with the Government's selection process, i.e., selection shall be made on the basis of the eligible carrier that meets the FCA's service requirements and offers the lowest cost consistent therewith. The Contractor shall be responsible for issuance of Government Bills of Lading (GBL). With approval from FCA, an exception can be made. Payment for transportation services shall be made by GBL.

C.3.3.2 AUDIT AND PAYMENT BY FCA

Under the GBL method, the FCA will audit and pay all carriers' bills directly to the carrier for 18,000 pounds or less per move. Under the commuted rate system, the FCA will make payment directly to the employee, per the Federal Travel Regulations. The Contractor shall investigate, resolve, and process any paperwork related to employee claims of damage against the carrier resulting from transport.

C.3.4 SCHEDULES

The Contractor shall assure that negotiated pickup and delivery schedules are met.

C.3.5 COUNSELING SERVICES

The Contractor shall provide counseling services to relocating FCA employees which meet the following criteria:

- C.3.5.1 Arranging for a single point of contact;
- C.3.5.2 Explaining the relocation policy administration, as established by the FCA;
- C.3.5.3 Closely monitoring moves in terms of reviewing cost estimates and confirming dates of move;
- C.3.5.4 Providing an ongoing communications counselor to the transferee to administer any necessary changes related to the move and aid in problem solving;
- C.3.5.5 Providing for a backup counselor if the key communications counselor is not available; and
- C.3.5.6 Providing counseling to:
 - A Explain the moving process and policies to the transferee with an initial telephone call to the transferee;
 - B Build rapport with the transferee to make him/her comfortable and confident with the counselor;
 - C Perform a mid-move call to follow up, confirm dates, and answer any remaining questions the transferee may have; and
 - D Assist in the evaluation of the move, carrier, etc., via the forwarding of GSA form 3080 to the relocating employee for completion and signature. Instructions that this form should be forwarded by the employee to the following address shall accompany the form:

GSA, FRSSB, 6FBT
1500 East Bannister Street
Kansas City, MO 64114

C.3.6 CLAIMS

In the event of a claim, regardless of the total shipment weight and related liability, provide services as follows:

C.3.6.1 POINT OF CONTACT

The Contractor-assigned counselor remains the point of contact through the claim-handling process.

C.3.6.2 FOLLOW-UP

Follow up on transferee's behalf; monitor and/or settle claims directly with the employee, carrier and/or insurer, as appropriate; recover payments from the carrier and/or insurer; and ensure appropriate payment to the employee. All claims within the Contractor's control are to be settled within thirty (30) days of receipt.

C.3.7 INSURANCE COVERAGE

The Contractor shall also assist the employee in determining appropriate and cost-effective insurance coverage above that provided for in the GSA Program, and offer full replacement coverage. In cases where the employee wishes to insure his/her household goods, with the carrier or other insurer, all insurance-related costs shall be borne by the employee. Payment of additional insurance shall be payable directly to the provider by the employee.

C.3.8 REPORTS

The Contractor shall provide the FCA with quarterly reports for each employee, detailing: points of origin and destination, mileage, the number of pounds, packing and linehaul charges, special services, cost, service fees, employee evaluation, use of storage, damage claims and disposition. In addition, the quarterly reports shall total the information for all employees moved during the quarter. An original of the quarterly report shall be forwarded to the COTR, Relocation Services, and a copy shall be forwarded to FCA's Contracting and Procurement.

C.3.9 FCA RIGHT TO CANCEL SERVICES

The FCA reserves the right to cancel moving services for an FCA employee at its discretion. The Contractor shall complete all work to cancel scheduled moving arrangements as required by the FCA. No service fee will be charged to the FCA for canceled relocations or moving arrangements. Contractor costs, as documented and invoiced to the FCA, and as approved upon review by the FCA, shall be paid in their entirety, but in no case exceeding the service fee that would have been paid by the FCA to the Contractor for providing Moving Services.

C.4 **INVENTORY MANAGEMENT**

The FCA requires a no- (0) fee inventory management service that includes the following:

C.4.1 MARKETING STRATEGY

The Contractor shall establish a marketing strategy for each property at the time the property comes into inventory. Depending on the local market, the strategy shall call for reevaluation in sixty (60) or ninety (90) days.

C.4.2 SELECTION OF BROKERS

In the selection of brokers to market properties, the Contractor shall utilize reputable brokers thoroughly acquainted with the local market. The FCA reserves the right to approve the use of the Contractor's choice of brokers. (This provision is intended to prevent exclusive reliance on one or several national brokerage firms in markets where such reliance is inappropriate.)

C.4.3 MONITORING BROKER PERFORMANCE

The Contractor shall closely monitor the performance of brokers employed to market FCA properties in inventory. Contracts with brokers shall be for a period of up to (not to exceed) ninety (90) days; if no buyer has been located in this period, the Contractor shall usually list

the property with a new broker. Prior approval is required from the COTR to continue a listing beyond 90 days with the same broker. If the Contractor is unable to find a broker willing to accept a 90 day listing, the Contractor shall contact the FCA COTR, describing the efforts made to date to list the property with any broker(s), and on a case basis, an exception to the 90 day limit will be granted by the FCA.

C.4.4 PROBLEM PROPERTIES

Any property which has remained in inventory more than ninety (90) days shall be designated a “problem property.” The Contractor shall reevaluate the property and develop marketing strategies specifically designed to move such dated inventory. The Contractor shall submit to the COTR detailed marketing reports every two (2) weeks for problem properties.

C.4.5 INSPECTION

Inventory properties shall be inspected on a regular schedule (proposed schedule shall be as presented in the offeror's Technical Proposal (Volume II of proposal) by an employee of the relocation firm to ensure effectiveness of listing brokers. Such inspection shall take place on problem properties.

C.4.6 MORTGAGE FINANCING/SALES INCENTIVES

The Contractor shall provide, or arrange for, the provision of mortgage financing or appropriate sales incentives when required to market FCA properties in inventory.

C.4.7 GAIN OR LOSS ON RESALE

Any gain or loss on property resale shall be passed on to, or absorbed by the FCA, never the employee.

C.4.8 REPORTS

The Contractor shall report to the FCA monthly, except for properties as specified in Section C.4.4, above, on the status of each inventory property. Reporting shall include, but not be limited to, name of transferee, location of property, appraised value, amount of equity, type of sale (i.e., assigned, regular), date property entered inventory, number of days in inventory, list price, actual closing date, and carrying costs to date.

C.5 **HOME-FINDING SERVICE**

The FCA requires a no-fee home finding service that includes the following:

C.5.1 COUNSELING FOR RELOCATING FCA EMPLOYEES

The relocation firm shall provide individual counseling services for relocating employees by familiarizing them with information regarding, but not limited to, the real estate market, schools, taxes, commuting, community life, etc., at the new official duty station, and relate this information to the individual employees needs. Information shall be provided to the employee by phone and in writing. Counseling for home buyers will include information regarding local real estate customs and practices which may affect contract negotiation.

C.5.2 LOCAL BROKER AT NEW DUTY STATION

The Contractor shall screen and select a reputable local broker for the relocating employee, unless the employee opts to select his/her own broker. Brokers shall provide both area orientation tours and specific house hunting for homeowners.

C.5.3 MORTGAGE FINANCING AT NEW DUTY STATION

When requested by an employee, the relocation firm shall provide or arrange to provide the necessary mortgage financing at prevailing or lower interest rates, enabling the employee to consummate a real estate transaction at the new official duty station. The employee shall meet the qualifications for mortgage financing.

C.5.4 REPORTS

The Contractor shall report to the FCA on a monthly basis the number of employees using the service during the month, and whether they have located a suitable residence. In the month following an employee's locating a suitable residence, or the FCA's cancellation of that employee's participation in the home-finding service, the Contractor shall report the employee's evaluation of the service.

C.5.5 FCA RIGHT TO CANCEL SERVICE

The FCA reserves the right to cancel home finding service for an employee at its discretion.

C.6 OTHER OPTIONAL SERVICES

When requested by an FCA employee, the Contractor shall be able to provide or arrange for the optional services listed below. The services provided shall be accordance with the Contractor's Cost proposals (Volume I) and Technical proposal Volume II).

C.6.1 PROPERTY MANAGEMENT

Provide or arrange for property management for FCA employees opting to maintain ownership of their homes at the old duty station. FCA will pay a one-time fee for setting-up this service. Monthly fees, if any, are the responsibility of the employee.

C.6.2 DEVELOPMENT OF MARKETING STRATEGIES

Provide or arrange for assistance in developing marketing strategies for FCA employees opting to market their homes independently.

C.6.3 CAREER COUNSELING

Provide or arrange for career counseling for relocating spouses of FCA employees.

C.6.4 RENTAL SERVICES

Provide home or apartment rental services at the new location area. FCA will pay a one-time fee for setting-up this service. Monthly fees, if any, are the responsibility of the employee.

INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following address: <http://www.arnet.gov/far/>.

Clause	Title	Date	FAR Reference
52.246-4	Inspection of Services--Fixed-Price	AUG 1996	46.304
52.246-5	Inspection of Services--Cost-Reimbursement	APR 1984	46.305

E.2 INSPECTION AND ACCEPTANCE

E.2.1 INSPECTION

Inspection of the services provided hereunder shall be made by the Contracting Officer's Technical Representative (COTR) or any Inspectors designated by the Contracting Officer. The place of inspection for products required under this contract shall be at the COTR's address, as shown in Section G.1, or such other location as may be appropriate, as determined by the Contracting Officer or COTR.

E.2.2 FINAL ACCEPTANCE

Final acceptance of services shall be made by the Contracting Officer.

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

F.1.1 CONTRACT BASE PERIOD

This is an indefinite quantity contract, with fixed unit prices for certain Contract Line Items, and cost reimbursement plus fixed fee for the remaining line items. The contract shall be in effect for a period of up to one year, from October 1, 2000 through September 30, 2001, with four (4) option periods.

F.1.2 OPTION TERMS OF CONTRACT

The contract will be renewable at the option of the FCA at the prices set forth herein, and in accordance with the clause entitled "Option to Extend the Term of the Contract" See Section I.1). Should the FCA elect to extend the term of the contract, the FCA will provide a written notification of the intention to extend not later than thirty (30) days prior to expiration. Under no circumstances shall this contract exceed sixty (60) months.

F.1.3 COMPLETION OF TASK ORDERS

Notwithstanding the contract expiration dates stated in Sections F.1.1 and F.1.2, Task Orders placed prior to the expiration date shall remain in full force and effect until all services on the TO have been completed.

F.2 TIME OF DELIVERY

Time of delivery of all contract services shall be in accordance with Section C.

F.3 PLACE OF PERFORMANCE

Place of performance shall be in accordance with Section C.

F.4 MAXIMUM/MINIMUM ORDERING LIMITATIONS

The FCA is not obligated to a minimum or maximum number of participants utilizing the service(s) described herein. There is no maximum or minimum number of Task Orders which are guaranteed to be placed against this contract.

F.5 CLAUSES INCORPORATED BY REFERENCE
(FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following address: <http://www.arnet.gov/far/>.

Clause	Title	Date	FAR Reference
52.242-15	Stop Work Order - Alternate I	APR 1984	42.1305(b)(2)
52.242-17	Government Delay of Work.	APR 1984	42.1305(d)

CONTRACT ADMINISTRATION DATA

G.1 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The Contracting Officer hereby designates the below named individual as the Contracting Offer's Technical Representative (COTR):

Name: (To be provided at time of award)
Address: 1501 Farm Credit Drive
McLean, VA 22102-5090
Telephone No: (703) 883-

G.2 INVOICES

Invoices for services rendered shall be submitted in an original and one copy to the FCA office designated in this contract to receive invoices. Additionally, one copy of the invoice shall be sent to the COTR named herein. Invoices shall be submitted not more frequently than monthly, in arrears. To constitute a proper invoice, the invoice must include at a minimum:

- a. Name of the business and invoice date;
- b. Contract number;
- c. Description, price and quantity of product or services rendered;
- d. Payment terms; and
- e. Name, title, telephone number, and complete mailing address of the responsible official to whom payment is to be remitted.

G.3 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT

G.3.1 METHOD OF PAYMENT

Payments by the FCA under this contract will be made by check or electronic funds transfer (EFT) at the option of the FCA. If payment is made by EFT, the FCA may, at its option, also forward the associated payment information by electronic transfer. As used in this section, the term "EFT" refers to the funds transfer and may also include the information transfer.

G.3.2 MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION

1. The Contractor is required, as a condition to any payment under this contract, to provide the FCA with the information required to make payment by EFT as described in paragraph 3 of this section, unless the FCA Fiscal Resources Division (FRD) determines that submission of the information is not required.
2. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph 3 of this section, directly to the FRD at the address identified in this contract. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the FRD.

3. The FCA may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System, at the FCA's option. The Contractor shall provide the following information for both methods in a form acceptable to the FRD.
 - a. The contract number to which this notice applies;
 - b. The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent;
 - c. The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information;
 - d. For ACH payments only:
 - (i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent;
 - (ii) Contractor's account number and the type of account (checking, savings, or lockbox).
 - e. For Federal Reserve Wire Transfer System payments only:
 - (i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number of the Contractor's financial agent;
 - (ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.
4. Suspension of payment
 - a. Notwithstanding the provisions of any other clause of this contract, the FCA is not required to make any payment under this contract until after receipt, by the FRD, of the correct EFT payment information from the Contractor or a certificate of EFT information change submitted in accordance with paragraph 4.b. (below). Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

- b. If the EFT information changes after submission of correct EFT information, the FCA shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the FRD. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
5. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph 3 of this section. The Contractor shall pay all fees and charges for receipt and processing of transfers.
6. Liability for uncompleted or erroneous transfers
 - a. If an uncompleted or erroneous transfer occurs because the FCA failed to use the Contractor-provided EFT information in the correct manner, the FCA remains responsible for:
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
 - b. If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of FCA release of the EFT payment transaction instruction to the Federal Reserve System, and
 - (i) If the funds are no longer under the control of the FRD, the FCA is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the FRD, the FCA retains the right to either make payment by mail or suspend the payment in accordance with paragraph 4 of this section.
7. EFT and prompt payment
 - a. A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- b. When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the FCA is notified of the defective EFT information.
8. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph 3 of this section. In all respects, the requirements of this section shall apply to the assignee as if it were the Contractor. EFT information, which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the FCA, is incorrect EFT information within the meaning of paragraph 4 of this section.
9. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the FRD to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the FCA.
10. The Contractor agrees that the Contractor's financial agent may notify the FCA of a change to the routing transit number, Contractor account number, or account type. The FCA shall use the changed data in accordance with paragraph 4.b. of this section. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph 4.b. that no further payments be made until the changed EFT information is implemented by the FRD.

SPECIAL CONTRACT REQUIREMENTS

H.1 CONSTRUCTIVE CHANGE ORDERS

No understanding or agreement, contract modification, change order or other matter deviating from or constituting an alteration or change of the terms of the contract will be effective or binding upon the FCA unless formalized by contractual documents executed by the Contracting Officer or his/her duly authorized representative. Unless notified, in writing by the CO, the COTR is not authorized to execute such documents.

H.2 SUBSTITUTION OF KEY PERSONNEL

H.2.1 DEFINITION

Contractor Key Personnel are defined as the Project Manager and the Relocation Coordinator.

H.2.2 COMMITMENT

The Contractor agrees that during the first 120 days after the effective date of this contract there shall be no key personnel substitutions from those cited in the Contractor's proposal, except for sudden illness, death or termination of employment. After 120 days, any proposed substitutes must be provided to the COTR, in writing, at least 15 days in advance of any substitution. The FCA reserves the right to approve or disapprove the substitutions(s).

H.3 NOTICE TO THE FCA OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with the performance schedule, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatening to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR in writing, giving pertinent details; provided, however, that the data shall be informational only in character and that this provision shall not be construed as a waiver by the FCA of any delivery schedule or date, or of any rights or remedies provided by law or under this contract.

H.4 TECHNICAL DIRECTION

The performance of the work required under this contract shall be subject to the technical direction and surveillance of the Contracting Officer's Technical Representative set forth in the contract. As used herein, "technical direction" is direction to the Contractor which fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to accomplish the contractual statement of work. For technical direction to be valid, it:

- a. Must be issued in writing consistent with the general scope of the work set forth in the contract;
- b. May not constitute new assignment of work or changes to the expressed terms, conditions, or specifications incorporated into the contract; and

- c. Shall not constitute a basis for any increase in the firm fixed unit prices or extension to the delivery schedule set forth in the contract.

H.5 ADVERTISING AND NEWS RELEASES

The Contractor agrees not to refer to any award of contract in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the FCA or is considered by the FCA to be superior to other products or services. News releases pertaining to this procurement shall not be made without the concurrence of the Contracting Officer.

H.6 INSURANCE

The Contractor is required to maintain, at a minimum, the applicable liability insurance coverage cited in FAR Part 28.307-2.

H.7 PRIVACY AND SECURITY OF DATA AND DOCUMENTS

The Contractor shall ensure the privacy and security of data and documents related to FCA and its transferring employees. Access to information concerning FCA and FCA employees shall be restricted to the minimum number of Contractor staff required to manage the relocation program successfully. This applies to written and automated documents, files and records.

CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following address: <http://www.arnet.gov/far/>.

Clause	Title	Date	FAR Reference
52.202-1	Definitions	OCT 1995	2.201
52.203-3	Gratuities	APR 1984	3.202
52.203-5	Covenant Against Contingent Fees	APR 1984	3.404(c)
52.203-6	Restrictions on Subcontractor Sales to the Government - Alternate I	OCT 1995	3.503-2
52.203-7	Anti-Kickback Procedures	JUL 1995	3.502-3
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997	3.104-9(a)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997	3.104-9(b)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997	3.808
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996	4.304
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995	9.409(b)
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997	15.209(h)
52.217-9	Option to Extend the Term of the Contract	MAR 2000	17.208(g)
52.219-8	Utilization of Small Business Concerns	OCT 1999	19.708(a)
52.222-3	Convict Labor	AUG 1996	22.202
52.222-21	Prohibition of Segregated Facilities	FEB 1999	22.222-21
52.222-26	Equal Opportunity	FEB 1999	22.810(e)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	APR 1998	22.1308(a)(1)
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998	22.1408(a)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	JAN 1999	22.1308(b)
52.223-6	Drug-Free Workplace	JAN 1997	23.505
52.223-14	Toxic Chemical Release Reporting	OCT 1996	23.907(b)
52.225-13	Restrictions on Certain Foreign Purchases	FEB2000	25.1103(a)
52.227-1	Authorization and Consent	JUL 1995	27.201-2(a)
52.229-3	Federal, State, and Local Taxes	JAN 1991	29.401-3
52.232-1	Payments	APR 1984	32.111(a)(1)
52.232-8	Discounts for Prompt Payment	MAY 1997	32.111(c)(1)
52.232-11	Extras	APR 1984	32.111(d)(2)
52.232-17	Interest	JUN 1996	32.617(a)/(b)
52.232-23	Assignment of Claims	JAN 1986	32.806(a)(1)
52.232-25	Prompt Payment	JUN 1997	32.908(c)

52.232-34	Payment by Electronic Funds Transfer - Other Than. Central Contractor Registration	MAY 1999	32.1110(a)(2)
52.233-3	Protest after Award	AUG 1996	33.106(b)
52.242-1	Notice of Intent to Disallow Costs	APR 1984	42.802
52.242-13	Bankruptcy	JUL 1995	42.903
52.243-1	Changes - Fixed-Price. (AUG 1987) - Alternate I	APR 1984	43.205(b)(2)
52.243-2	Changes - Cost-Reimbursement	AUG 1987	52.243-2
52.244-5	Competition in Subcontracting	DEC 1996	44.204(c)
52.249-2	Termination for Convenience of the Government (Fixed-Price)	SEP 1996	49.502(b)(1)(i)
52.249-6	Termination (Cost-Reimbursement)	SEP 1996	52.249-6
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984	49.504(a)(1)

LIST OF ATTACHMENTS

J.1	Attachment 1	List of FCA Office addresses
J.2	Attachment 2	List of Professional Appraiser Associations
J.3	Attachment 3	Eligible Residences

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR QUOTERS**

K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998) (52.252-1)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the following address: <http://www.arinet.gov/far/>

Clause	Title	Date	FAR Reference
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	APR 1991	3.808
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999	4.603(b)
52.222-21	Prohibition of segregated facilities	FEB 1999	22.810(a)(1)

K.2 Certificate of Independent Price Determination
(APR 1985) (52.203-2)

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s)] in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 Taxpayer Identification
(OCT 1998) (52.204-3)

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.4 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
(MAR 1996) (52.209-5)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals -
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 Annual Representations and Certifications--Negotiation
(OCT 1997) (52.215-7)

The offeror has (check the appropriate block):

- ☐ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ (insert date of signature on submission) that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows (insert changes that affect only this proposal; if "none," so state):
- ☐ (b) Enclosed its annual representations and certifications.

K.6 Small Business Program Representations
(MAY 1999) (52.219-1)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is [insert SIC code].
- (2) The small business size standard is [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern -

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 Previous Contracts and Compliance Reports
(FEB 1999) (52.222-22)

The offeror represents that -

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 Affirmative Action Compliance
(APR 1984) (52.222-25)

The offeror represents that -

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 Certification of Toxic Chemical Release Reporting
(OCT 1996) (52.223-13)

- a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that -
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)
 - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 SINGLE AWARD

It is the FCA's intention to make a single award. Any offeror who fails to submit an offer on all items shall be considered unacceptable to this solicitation and the offer will be rejected.

Joint ventures or offers involving subcontractors are invited to submit proposals, subject to FCA approval. All potential subcontractors shall be identified in proposals submitted in response to this solicitation.

L.2 TYPE OF CONTRACT

The FCA contemplates award of an indefinite quantity contract, where some Contract Line Item Numbers (CLIN) will be expressed in firm-fixed unit prices, and the remaining CLINs will be expressed as fixed-fee above actual cost.

L.3 FORMAT AND INSTRUCTIONS FOR PROPOSAL PREPARATION AND SUBMISSION

L.3.1 GENERAL

Offerors are required to submit two separate proposal volumes consisting of a cost/business volume and a technical volume. **DO NOT INCLUDE ANY COST OR PRICING DATA IN THE TECHNICAL VOLUME.** A cover letter shall be used by the offeror to transmit any information that the offeror wishes to have brought to the attention of the Contracting Officer. The cover of each volume must contain the Offeror's name, the title of the project, the solicitation number, and the identity of the volume (i.e., cost or technical). The date of the proposal and the period for which the proposal is valid must be included on the first page of each volume.

The pages of each volume shall be sequentially and consecutively numbered, from beginning to end, with a continuous, single, series of numbers, with each volume starting with page 1. The Volume II, Technical, shall be limited to no more than 50 pages. The FCA retains the right, during the technical evaluation, to ignore and not evaluate any pages beyond the first 50 of the Technical Volume if so submitted by any Offeror.

L.3.2 VOLUME I - STANDARD FORM OF CONTRAT AND PRICE PROPOSAL

The entire solicitation document, consisting of Sections A through M shall be submitted in the original and one (1) copy as Volume I of the proposal. The Offeror shall complete all required information (fill-ins, signature, etc.) of the Standard Form 33 (SF-33) and the appropriate Representations, Certifications, etc. in Section K. An authorized official of the firm shall sign the SF-33. No changes or alterations shall be made to the Solicitation Document. The Offeror's estimated costs, fixed unit prices and extended totals shall be filled in at Section B.2.8, B.3.8, B.4.8, B.5.8, B.6.8, and the estimated grand total entered at Section B.7.3. The Offeror's signature on the SF-33 certifies his/her agreement to all the terms and conditions of the solicitation.

L.3.3 VOLUME II - TECHNICAL INFORMATION

The following paragraphs prescribe technical information that the Offeror shall provide. This technical information shall be returned in original and five (5) copies as Volume II of the proposal, as follows. The following items must be addressed separately and in detail in the technical proposal.

1. Each response shall be keyed to the corresponding paragraph and subparagraph in Section C, in the order that each paragraph/subparagraph appears. Each response shall restate the requirement and contain sufficient detail for each corresponding paragraph/subparagraph to substantiate the reply. The proposal shall state how the Offeror intends to comply with the requirements of this solicitation, not merely that he/she intends to do so. No proposal that offers less than the total required effort will be considered for award. The Offeror should read the evaluation criteria closely.
2. Resumes of key personnel shall be submitted as part of Volume II. All proposed key personnel are required to submit statements of commitment or intent to provide services under any contract that may result from this solicitation. The Offeror shall provide such statements of commitment, from proposed employees that state that their resumes are being submitted with their permission and that they will work on the resulting contract, if awarded to the Offeror. The resume of each proposed key employee for this project shall bear the following statement:

"I certify that this resume is being used with my permission, and, if this contract is awarded to (*Name of Offeror*), it is my intention to participate in its performance as outlined in the proposal submitted by the above Offeror."

Each resume certification shall be signed, including the date of signature, by the person(s) whose resume(s) is included in the proposal.

3. Any additional information the Offeror considers to be pertinent to his/her proposal shall be returned as Part II of the technical volume, including:
 - (a) Describe the operating plan proposed including the number, types and qualifications of the personnel proposed. Describe provisions for complying with the response time requirement.
 - (b) Describe to the FCA your corporate experience and background in the area of services described in this solicitation.
 - (c) The Offeror shall demonstrate the qualifications of personnel assigned to perform the work, including resumes, academic diplomas and professional licenses.
 - (d) List at least three recent references including company/agency name, contract number, type of services performed, and business contact (name and telephone).

4. Failure to provide a narrative description on any one subsection may be interpreted by the FCA to mean that the Offeror is unable to meet that particular requirement.

Failure to furnish full and complete information may result in an inability, on the part of the Contracting Officer, to arrive at an affirmative determination of responsibility.

5. Do not include any cost or pricing data in the Technical Volume.

L.4 INQUIRIES

Inquiries concerning the solicitation document should be submitted in writing to the issuing office. Answers to questions will be provided to all Offerors being solicited, giving due regard to the proper protection of proprietary information. **OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE SOLICITATION ISSUING OFFICE IN CONNECTION WITH ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THE SOLICITATION DOCUMENT SHALL BE SUBMITTED TO THE ISSUING OFFICE**, as identified in block 7 of the Standard Form 33, page 1 of the solicitation.

L.5 FCA FURNISHED MATERIAL, LABOR, OR FACILITIES

No material, labor or facilities will be furnished by the FCA unless otherwise provided for in the solicitation.

L.6 INCURRING COSTS

The Contracting Officer is the only person who can legally obligate the FCA for the expenditure of public funds. Costs shall not be incurred by recipients of the solicitation document in anticipation of receiving direct reimbursement from the FCA.

L.7 PROPOSALS NOT SELECTED

Nonselection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the FCA, or that no proposal was accepted. Offerors whose proposals are not accepted will be notified. After a Contractor has been selected, unsuccessful proposals will be disposed of as follows: One (1) copy of each proposal will be retained by the issuing office, and the remainder will be destroyed. No destruction certificate will be furnished.

L.8 PENALTY FOR MAKING FALSE STATEMENTS

PROPOSALS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THE REQUEST FOR PROPOSAL (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IN PROPOSALS IS PRESCRIBED IN 18 U.S.C. 1001.

L.9 SERVICE OF PROTEST
(AUG 1996) (FAR 52.233-2)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Farm Credit Administration
Office of Resources Management
Contracting and Procurement
1501 Farm Credit Drive
McLean, VA 22102-5090

- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

L.10 PROMPT PAYMENT DISCOUNTS

Any prompt payment discounts and any applicable terms must be specified in block 13 of the Standard Form 33, page 1 of the solicitation.

L.11 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998) (52.252-1)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the following address: <http://www.arnet.gov/far/>

Clause	Title	Date	FAR Reference
52.215-1	Instructions to Offerors - Competitive Acquisition	OCT 1997	15.209(a)
52.215-1	Instructions to Offerors - Competitive Acquisition Alternate I	OCT 1997	15.209(a)

EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

Proposals to be acceptable and eligible for evaluation must be prepared in accordance, and comply, with the instructions given in this solicitation document and must meet all the mandatory requirements set forth in Section C. Written technical proposals will be evaluated according to the criteria stated below. A competitive range, based upon the written technical proposal and the cost/price proposal, will be established. The FCA will award a contract resulting from this solicitation to the responsible Offeror whose proposal meets the mandatory requirements and complies with the provisions of the Standard Form of Contract, and whose proposal will be most advantageous to the FCA. In making that determination, the FCA will consider the cost, technical and other factors identified in this solicitation.

M.2 CLARITY AND COMPLETENESS

The proposal shall clearly and fully demonstrate the Offeror's capability, knowledge, and experience in regard to the technical requirements described herein. It shall state that the Offeror understands and will comply with technical requirements. Paraphrasing those requirements is not adequate. Similarly, phrases such as "standard procedures will be employed", or "well known techniques will be used" are inadequate. Failure to respond or follow the instructions regarding the organization and content of the proposal may result in the Offeror's proposal being removed from further consideration.

M.3 EVALUATION OF PROPOSALS

The evaluation/selection process shall combine the cost proposal and the technical proposal ratings. **THE COST PROPOSAL IS WORTH 40% AND THE TECHNICAL PROPOSAL IS WORTH 60% OF THE TOTAL EVALUATION.** Each Offeror's technical proposal and business/cost proposal will be evaluated according to the criteria below. It is important to note, however, that the Offeror attaining the highest score will not necessarily be awarded a contract. Contract award shall be made to the responsible Offeror whose offer conforming to this RFP is most advantageous to the FCA, technical evaluation factors, cost and other factors considered. Evaluation of any option(s) proposed will be in accordance with Section M.5 (below).

M.3.1 EVALUATION OF COST PROPOSALS

M.3.1.1 COST PROPOSAL

The Offeror's cost proposal will be evaluated against priced categories listed in Section B at the estimated quantities specified. The total of each category shall be indicated at Section B.7, Contract Totals). Consistent with FAR 52.217-5, the base period and all option periods shall be added to obtain the total cost proposed.

M.3.1.2 COST FORMULA

$$\frac{\text{Low Offeror Total Cost}}{\text{Offeror Total Cost}} \times 40 = \text{Total Cost Score}$$

(Total cost score will be expressed as a number carried to two decimal places, with a range of 0 to 40 possible.)

TOTAL COST PROPOSAL WEIGHT OF THE EVALUATION = 40%

M.3.2 EVALUATION OF TECHNICAL PROPOSALS

Proposals received in response to this solicitation will be evaluated according to the following criteria. Criteria 1. will be evaluated on a pass/fail basis. If the Offeror is deemed to have the financial capacity to perform the services requested in this solicitation, the proposal will be evaluated in accordance with the remaining criteria. Criteria 2. through 5. are listed in equal or descending order of importance.

1. Financial Capacity

- A. Provide complete financial data on the company, including a certified statement from the firm's public accounting firm, and a current annual report. If the offeror operates as a subsidiary or division of another firm, include separate statements for the subsidiary or division;
- B. Discuss how the firm's present inventory of real property acquired due to relocation of employees is financed and at what cost, including general and specific areas of expertise.

2. Experience and Past Performance

- A. Experience the firm has in the area of relocation management services;
- B. Relocation contracts awarded during the past three years. Include client's name, address, and telephone number, contact person and volume of home purchase authorizations;
- C. All contracts terminated in the past three years for the same or similar services. Include the name, address, telephone number of the terminating officer and the reasons for contract termination;
- D. List for calendar years 1997 and 1998, and if available, 1999, your firm's:
 - 1. Loss on sale record;
 - 2. Direct (guaranteed) sales costs;
 - 3. The average number of days a home is in inventory.

3. Contract Management/Understanding of the Statement of Work

- A. A detailed step-by-step description of how the work is to be accomplished with respect to meeting delivery requirements, controlling costs, quality control and job supervision for the following (time frames, where appropriate, shall be specified):
1. Home Purchase Services;
 2. Moving Services;
 3. Inventory Management Services;
 4. Homefinding Services;
 5. Optional Services (providing or arranging for assistance in the areas listed below):
 - a. Property management for employees opting to maintain ownership of their homes at old duty station;
 - b. Developing marketing strategies for employees marketing their homes independently;
 - c. Career counseling for relocating spouses of employees;
 - d. Home or apartment rental services at new location.

4. Organizational Structure, Customer Services Policies/Key Personnel

- A. Discuss Offeror's organizational structure and your organization's customer service policies and procedures;
- B. Provide a personnel staffing plan, and resumes for key personnel (see Section H.2.1) who will be assigned responsibility under any resultant contract to this solicitation. Resumes shall include name, title, "brief" job description, how long employed by the offeror, professional and technical training, and why the individual is uniquely qualified to service the FCA account.

WRITTEN TECHNICAL PROPOSAL 60%

M.4 BASIS FOR AWARD

- M.4.1 The combination of technical score and cost score will be used to determine each Offeror's final score. The contract will be awarded to that responsible Offeror whose offer conforming to the solicitation is most advantageous to the FCA, price and other factors considered. **THE FCA MAY AWARD A CONTRACT BASED ON INITIAL OFFERS RECEIVED, WITHOUT DISCUSSIONS OF SUCH OFFERS.** Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint.

M.4.2 The FCA reserves the right to reject any or all offers. Since factors other than cost are of greater importance, the FCA also reserves the right to award other than to the lowest cost Offeror.

M.5 EVALUATION OF OPTIONS
(JUL 1990) (FAR 52.217-5)

Except when it is determined in accordance with FAR 17.206(b) not to be in the FCA's best interests, the FCA will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the FCA to exercise the options(s).

FCA OFFICE ADDRESSES

McLean, VA

1501 Farm Credit Drive
McLean, VA 22102-5090

Bloomington, MN

Suite 729
2850 Metro Drive
Bloomington, MN 55425

Denver, CO

3131 South Vaughn Way, Suite 250
Aurora, CO 80014

Irving, TX

511 East Carpenter Freeway, Suite 650
Irving, TX 75062

Sacramento, CA

2180 Harvard Street, Suite 300
Sacramento, CA 95815

PROFESSIONAL APPRAISER ASSOCIATIONS

The list of appraisers provided by the Contractor or requested by the employee shall be a member of one of the following professional Associations:

1. American Association of Certified Appraisers
800 Compton Road, Suite 10
Cincinnati, OH 45231-3836
513-729-1400 800-543-2222
2. The Appraisal Institute
875 N. Michigan Avenue
Suite 2400
Chicago, IL 60611-1980
312-335-4100
3. American Society of Appraisers
555 Herndon Parkway
Suite 125
Herndon, VA 20170-5250
703-478-2228
4. American Society of Farm Managers and Rural Appraisers
950 S. Cherry Street, Suite 106
Denver, CO 80246-2662
303-758-3513
5. National Association of Independent Fee Appraisers
7501 Murdoch Street
St. Louis, MO 63119-2899
314-781-6688
6. National Association of Review Appraisers & Mortgage Underwriters
8383 E. Evans Rd.
Scottsdale, AZ 85260-3600
602-998-3000
7. National Association of Real Estate Appraisers
1244 North Nokomis NE
Alexandria, MN 56308-3712
320-763-7626
8. Employee Relocation Council (ERC)
1720 N Street, NW
Washington, DC 20036-2900
(202) 857-0587

9. American Society of Professional Appraisers

1100 Abernethy Road
Suite 625
Atlanta, GA 30328-5646
404-552-8187

10. National Association of Master Appraisers

303 W. Cypress St.
P.O. Box 12617
San Antonio, TX 78212-5512
512-271-0781 800-229-6261

Also, the appraiser should:

- a. Conduct the appraisal(s) in accordance with the standards of Professional Practice and Conduct;
- b. Derive his/her income primarily from single family residential appraising (not commercial or like a broker);
- c. Have recent experience in fair market value appraising for relocation firms or for corporations;
- d. Be familiar with market conditions in the area where the subject property is located;
- e. Have access to current local market data through a multiple listing service or other cooperative service;
- f. Have no present or future interest in the subject property nor have a relationship which would affect an independent judgement in determining fair market value;
- g. Not be a Government employee and not have appraised the property in the list six months;
- h. Not be related to the employee or the Contractor by blood or marriage;
- i. Not have a relationship with the employee nor the Contractor (either personal or business) which would affect the objectivity and/or independence of the appraisal;
- j. Have knowledge of and be willing to use the Employee Relocation Council (ERC) appraisal form;
- k. Have the ability to perform the service in a timely fashion in an effort to enable the Contractor to meet the contract time frames;

In addition, the appraiser shall not base his/her fee on a percentage of the appraised value of the property, nor shall the fee be contingent on the sale of the property. The appraisal fee shall be a flat fee per appraisal.

If the property is located in a rural area that is not serviced by an accredited appraisal organization/association/society, the Contractor shall notify the FCA for approval of the selection of the appraiser.

ELIGIBLE RESIDENCES

The Contractor shall provide a Guaranteed Homesale Service which establishes a guaranteed offer to purchase an eligible residence at the old duty station. The Contractor shall provide the Guaranteed Homesale Service in a manner and under procedures that shall ensure prompt service and response to employees, effective supervision of the Contractor's staff and superior quality control, monitoring and reporting procedures.

Eligible residences include one- and two-family residential properties which are considered real estate in their locations, as defined by applicable local laws and practices, and which meet the Federal Travel Regulation (FTR) ownership requirements for reimbursement of real estate sale expenses. Residences shall be completely constructed and conform to local building code requirements for resale.

Residences specifically excluded from eligibility are:

1. Homes that are not insurable;
2. Mobile homes, even if affixed to real property;
3. Cooperatives;
4. Homes contaminated by a toxic substance, such as urea formaldehyde foam insulation (UFFI) and radon gas in excess of standards established by the Environmental Protection Agency (EPA), and cannot be corrected to levels below EPA standards;
5. Boats, recreational vehicles and other personal property;
6. Homes that do not meet local zoning standards for potable water or sanitary waste facilities;
7. Homes that do not have foundations, as defined by local building codes; and
8. Homes that cannot be financed by conventional, Government-insured or Government-guaranteed financing, or other financing typical for the location and zoning of the property.